LEGACY®
AT CRANBERRY LANDING
A WATERMARK RETIREMENT COMMUNITY

Legacy at Cranberry Landing

RESIDENCY AGREEMENT

RESIDENCY AGREEMENT
TABLE OF CONTENTS

RESIDENCY AGREEMENT
TABLE OF EXHIBITS

Residency Agreement

This Agreement is made between Rochester Operating Company, LLC (hereinafter referred to as "Operator") and ____ (hereinafter referred to as "Resident" or "You"), ______________________________________ (the "Resident's Representative", if any), and ______________________________________, (the "Resident's Legal Representative", if any).

RECITALS

A. The Operator is licensed by the New York State Department of Health to operate at 300 Cranberry Landing Drive, Rochester, New York 14609 an Assisted Living Residence ("The Residence") known as Legacy at Cranberry Landing and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence.

B. You have requested to become a resident at The Residence and the Operator has accepted your request.

AGREEMENTS

I. HOUSING ACCOMMODATIONS AND SERVICES

Beginning on _______, 20________ the Operator shall provide the following housing accommodations and services to resident, subject to other terms, limitations, and conditions contained in this Agreement. This Agreement will remain in effect until amended or terminated by the parties in accordance with the provisions of this Agreement.

A. Housing Accommodations

1. **Resident Room**. Resident may occupy the accommodation identified on Exhibit I.A.1, subject to the terms of this Agreement.
2. **Common Areas**. Resident will be provided with the opportunity to use the general purpose rooms such as lounges, multi-purpose rooms, library, and chapel at the Residence.
3. **Furnishings/Appliances Provided by the Operator**. Attached as Exhibit I.A.3. and made part of this Agreement is an inventory of furnishings, appliances and other items supplied by the Operator in your room.
4. **Furnishings/Appliances Provided by Resident or You**. Attached as Exhibit I.A.4. and made part of this agreement is an inventory of furnishings, appliances and your items supplied by you in your room. Such exhibit also contains any limitations or conditions concerning what type of appliances may not be permitted.

B. Basic Services

The following ("Basic Services") will be provided to you, in accordance with your Individualized Services Plan.

1. **Meals & Snacks**. Three (3) nutritionally well-balanced meals per day and three (3) snacks per day are included in Your Basic Rate. The following modified diets will be available to You if ordered by Your physician and included in Your Individualized Service Plan: Regular, Regular/No Added Salt, Controlled Carbohydrate, Controlled Carbohydrate/No Added Salt, Soft & Bite Sized, Pureed, Finger Foods, and Thickened Liquids.
2. **Activities**. The Operator will provide a program of planned activities with opportunities for community participation and services designed to meet resident's physical, social, and spiritual needs, and will post a daily schedule of activities in a readily visible common area of the Residence.
3. **Housekeeping**. Weekly housekeeping including changing of bed linens.
4. **Linen Service**. Towels and washcloths, pillow, pillowcase, blanket, bed sheets, bedspread; all clean and in good condition.
5. **Laundry of Your Personal Washable Clothing**. The Operator will provide laundry of your personal washable clothing on a weekly basis or as often as necessary.
6. **Supervision on a 24-hour basis**. The Operator will provide appropriate staff onsite to provide supervision services in accordance with law. Supervision will include monitoring (a response to urgent or emergency needs or requests for assistance on a 24-hour a day, seven days a week basis) as well as other components for supervision as specified in law.
7. **Case Management**. The Operator will provide appropriate staff to provide case management services in accordance with law. Such case management services will include identification and assessment of resident needs and interests, information and referral, and coordination with available resources to best address the resident's identified needs and interests.
8. **Personal Care**. Some assistance with bathing, grooming, dressing, toileting, (if applicable), ambulation (if applicable), transferring (if applicable), medication acquisition, storage and disposal, and assistance with self-administration of medication.

C. Additional Services. Exhibit I.C., attached to and made part of this Agreement, describes in detail, any additional services or amenities available for an additional, supplemental or community fee from the Operator directly or through arrangements with the Operator. Such exhibit states who would provide such services or amenities, if other than the Operator.

D. Licensure/Certification Status. A listing of all providers offering home care or personal care services under an arrangement with the Operator, and a description of the licensure or certification status of each provider is set forth in Exhibit I.D. of this Agreement. Such Exhibit will be updated as frequently as necessary.

II. DISCLOSURE STATEMENT

The Operator is disclosing information as required under Public Health Law Section 4658 (3). Such disclosures are contained in Exhibit II., which is attached to and made part of this Agreement.

III. FEES

A. Basic Rate
The Resident, Resident's Representative and Resident's Legal Representative agree that the Resident will pay, and the Operator agrees to accept, the following payment in full satisfaction of the Basic Services described in Section I. B. of this Agreement. The Basic Rate as of the date of this agreement is $ _____ per month.

B. Supplemental, Additional or Community Fees. A Supplemental or Additional fee is a fee for service, care, or amenities that are an addition to those fees included in the Basic Rate. A Supplemental fee must be at the resident's option. In some cases, the law permits the Operator to charge an Additional fee without the express written approval of the resident. A Community fee is a one-time fee that the Operator may charge at the time of admission. The Operator must clearly inform the prospective Resident what additional services, supplies or amenities the Community fee pays for and what the amount of the Community fee will be, as well as any terms regarding refund of the Community fee. The prospective Resident, once fully informed of the terms of the Community fee, may choose whether to accept the Community fee as a condition of residency in the Residence, or to reject the Community fee and thereby reject residency at the Residence.

Any charges by the Operator, whether a part of the Basic Rate, Supplemental, Additional or Community fees, shall be made only for services and supplies that are actually supplied to the Resident.

C. Rate or Fee Schedule. Attached as Exhibit III.C. and made a part of this Agreement is a rate or fee schedule, covering both the Basic Rate and any Additional, Supplemental or Community fees, for services, supplies and amenities provided to You, with a detailed explanation of which services, supplies and amenities are covered by such rates, fees or charges.

D. Billing and Payment Terms. Payment is due by the first (1^{st}) day of the month and shall be delivered to the Residence's Business Office at 300 Cranberry Landing Drive, Rochester, New York 14609. A Late Payment Fee in the amount listed on Exhibit III.B. of this Agreement will be added for any payments received after the 1^{st} of the month provided, however, that the Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to be the parties. Operator encourages ACH Automatic payment.

In the event the Resident, Resident's representative or Resident's legal representative is no longer able to pay for services provided for in this agreement or additional services or care needed by the Resident, the agreement will terminate as set forth in Section VIII.

E. Adjustments to Basic Rate or Additional or Supplemental Fees

1. You have the right to written notice of any proposed increase of the Basic Rate or any Additional or Supplemental fees not less than forty-five (45) days prior to the effective date of the rate or fee increase, subject to the exceptions stated in paragraphs 3, 4 and 5 below.

2. Since a Community Fee is a one-time fee, there can be no subsequent increase in a Community Fee charged to You by the Operator, once You have been admitted as a resident.

3. If You, or Your Resident Representative or Legal Representative agree in writing to a specific Rate or Fee increase, through an amendment of this Agreement, due to Your need for additional care, services or supplies, the Operator may increase such Rate or Fee upon less than forty-five (45) days written notice.

4. If the Operator provides additional care, services or supplies upon the express written order of Your primary physician, the Operator may, through an amendment to this Agreement, increase the Basic Rate or an Additional or Supplementary fee upon less than forty-five (45) days written Notice.

5. In the event of any emergency which affects You, the Operator may assess additional charges for Your benefit as are reasonable and necessary for services, material, equipment and food supplied during such emergency.

F. Bed Reservation/Absences from the Residence

The Operator agrees to reserve the residential space as specified in Section I.A.1 above in the event of Your absence. The monthly charge for this reservation is equal to the full Basic Rate as defined in this Agreement. The apartment will be reserved until the Resident or Resident Representative or the Operator provides notice to terminate this Agreement. A provision to reserve a residential space does not supersede the requirements for termination as set forth in Section XIII of this Agreement. You may choose to terminate this Agreement rather than reserve such space, but must provide the Operator with any required notice.

G. Refund/Return of Resident Monies and Property. Upon termination of this agreement or at the time of Your discharge, but in no case more than three (3) business days after You leave the Residence, the Operator must provide You, Your Resident or Legal Representative or any person designated by You with a final written statement of Your payment and personal allowance accounts at the Residence. The Operator must also return at the time of resident's discharge, but in no case more than three (3) business days, any of resident's money or property that comes into the possession of the Operator after resident's discharge. The Operator must refund on the basis or a per diem proration any advance payment(s) that resident has made. If resident should die, the Operator will turn over your property to the legally authorized representative of resident's estate. If You die without a will and the whereabouts of Your next-of-kin is unknown, the Operator shall contact the Surrogate's Court of the County wherein the Residence is located in order to determine what should be done with the property of Your estate.

H. Transfer of Funds or Property to Operator. If you wish to voluntarily transfer money, property or things of value to the Operator upon admission or at any time, the Operator must enumerate the items given or promised to be given and attach to this Agreement a listing of the items given or transferred. Such listing is attached as Exhibit III.I.A. and made part of this agreement. Such listing shall include any agreements made by third parties for your benefit.

I. Property or items of value held in the Operator's custody for You. If, upon admission or any other time, you wish to place property or things of value in the Operator's custody and the Operator agrees to accept the responsibility of such custody, the Operator must enumerate the items so placed and attach to this Agreement a listing of such items. Such listing is attached as Exhibit III.I.B of this Agreement.

J. Fiduciary Responsibility. If the Operator assumes management responsibility over resident's funds, the Operator shall maintain such funds in a fiduciary capacity to you. Any interest on money received and held for you by the Operator shall be your property.

K. Tipping. The Operator must not accept, nor allow Residence staff or agents to accept any tip or gratuity in any form for any services provided or arranged for as specified by statute, regulation or agreement.

L. Personal Allowance Accounts. The Operator agrees to offer to establish a personal allowance account for any and all residents including those who receive either Supplemental Security Income (SSI) or Safety Net Assistance (SNA) payments by executing a Statement of Offering (DSS-2853) with resident, you/your representative. You agree to inform the Operator if you receive or have applied for SSI or SNA funds.

You must complete the following:

___I receive SSI funds or __Have applied for SSI funds

___I receive SNA funds or __Have applied for SNA funds

___I do not receive either SSI or SNA funds

If you have a Signatory to this agreement besides resident and if that signatory does not chose to place resident personal allowance funds in a Residence maintained account, then that signatory hereby agrees that he/she will comply with the SSI or SNA personal allowance requirements.

IV. ADMISSION AND RETENTION CRITERIA FOR AN ASSISTED LIVING RESIDENCE.

1. Under the law which governs Assisted Living Residences (Public Health Law Article 46-b), the Operator shall not admit any resident if the operator is not able to meet the care needs of the resident, within the scope of services authorized under such law, and within the scope of services determined necessary within the resident's Individualized Services Plan. The Operator shall not admit any resident in need of 24 hour skilled nursing care.

2. The Operator shall conduct an initial pre-admission evaluation of a prospective resident to determine whether or not the individual is appropriate for admission.

3. The Operator has conducted such an evaluation of the resident and has determined that he/she is appropriate for admission to this Residence, and that the Operator is able to meet the resident's care needs within the scope of services authorized under law and within the scope of services determined necessary for the resident under the Individualized Services Plan.

4. If you are being admitted to a duly certified Enhanced Assisted Living Residence (EALR), the additional terms of the "Enhanced Assisted Living Residency (EALR) Addendum" will apply.

5. If you are being admitted to a Special Needs Assisted Living Residence (SNALR), the additional terms of the "Special Needs Assisted Living Residency (SNALR) at Caring House Addendum" will apply.

6. If you are residing in a "Basic" Assisted Living Residence (ALR), and your care needs subsequently change in the future to the point that you require either Enhanced Assisted Living Care or 24 hour Skilled Nursing care, you will no longer be appropriate for residency in this Basic Residence. If this occurs, the Operator will take the appropriate action to terminate this agreement, pursuant to Section VII of the agreement. However if the Operator also has an approved EALR Certificate, has a unit available, and is able and willing to meet your needs in such a unit, you may be eligible for residency in EALR.

7. Enhanced Assisted Living Care is provided to persons who desire to continue to age in place in an ALR and who:

(a) Are dependent on medical equipment and require more than intermittent or occasional assistance from medical personnel, or

(b) Have chronic unmanaged urinary or bowel incontinence.

8. Enhanced Assisted Living Care may also be provided to certain people who desire to continue to age in place in an Assisted Living Residence and who are assessed as requiring 24 hour skilled nursing care or medical care and who meet the conditions stated in the Enhanced Assisted Living Residency (EALR) Addendum.

V. RULES OF THE RESIDENCE.

Attached as Exhibit V.I. and made part of this agreement are the Rules of the Residence. By signing this agreement you and your representative agree to obey all reasonable Rules of the Residence.

VI. RESPONSIBILITIES OF RESIDENT, RESIDENT'S REPRESENTATIVE AND RESIDENT'S LEGAL REPRESENTATIVE

A. You, or Your Resident or Legal Representative, to the extent specified in this agreement, are responsible for the following:

1. Payment of the Basic Rate and any authorized additional and agreed to Additional, Supplemental or Community fees as detailed in this agreement.
2. Supply of personal clothing and effects.
3. Payment of all medical expenses including transportation for medical purposes, except when payments are available under Medicare, Medicaid or other third party coverage.
4. At the time of admission and at least once every twelve (12) months, or more frequently if a change in condition warrants, providing the Operator with a dated and signed medical evaluation that conforms to regulations of the New York State Department of Health.
5. Informing the Operator promptly of change in health status, change in physician, change in medications, or change in financial status.
6. Informing the Operator promptly of any changes of name, address, and/or phone numbers.

B. The Resident's Representative shall be responsible for the following: __________

____

C. The Resident's Legal Representative shall be responsible for the following: _____

____

VII. TERMINATION AND DISCHARGE

This Residency Agreement and residency in the Residence may be terminated in any of the following ways:

1. By mutual agreement between You and the Operator;
2. Upon thirty (30) days' notice from You or Your Representative to the Operator of Your intention to terminate the agreement and leave the Residence;
3. Upon thirty (30) days written notice from the Operator to You, Your Representative, Your next of kin, the person designated in this Agreement as the responsible party and any person designated by You. Involuntary termination of a Residency Agreement is permitted only for the reasons listed below, and then only if the Operator initiates a court proceeding and the court rules in favor of the Operator.

The grounds upon which involuntary termination may occur are:

1. You require continual medical or nursing care which the Residence is not permitted by law or regulation to provide;

2. If Your behavior poses imminent risk of death or imminent risk of serious physical harm to You or anyone else;
3. You fail to make timely payment for all authorized charges, expenses and other assessments, if any, for services including use and occupancy of the premises, materials, equipment and food which You have agreed to pay under this Agreement. If Your failure to make timely payment resulted from an interruption in Your receipt of any public benefit to which You are entitled, no involuntary termination of this Agreement can take place unless the Operator, during the thirty-day period of notice of termination, assists You in obtaining such public benefits or other available supplemental public benefits. You agree that You will cooperate with such efforts by the Operator to obtain such benefits.
4. You repeatedly behave in a manner that directly impairs the well-being, care or safety of Yourself or any other Resident, or which substantially interferes with the orderly operation of the Residence;
5. The Operator has had his/her operating certificate limited, revoked, temporarily suspended or the Operator has voluntarily surrendered the operation of the facility;
6. A receiver has been appointed pursuant to Section 461-f of the New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other residences or is making other provisions for the Residents' continued safety and care.

If the Operator decides to terminate the Residency Agreement for any of the reasons stated above, the Operator will give You a notice of termination and discharge, which must be at least thirty (30) days after delivery of notice, the reason for termination, a statement of Your right to object and a list of free legal advocacy resources approved by the State Department of Health. Copies will be sent to Your Representative, Legal Representative and the appropriate regional office of the Department of Health.

You may object to the Operator about the proposed termination and may be represented by an attorney or advocate. If You challenge the termination, the Operator, in order to terminate, must institute a special proceeding in court. You will not be discharged against Your will unless the court rules in favor of the Operator.

While legal action is in progress, the Operator must not seek to amend the Residency Agreement in effect as of the date of notice of termination, fail to provide any of the care and services required by the Department regulations and the Residency Agreement, or engage in any action to intimidate or harass You. Both You and the Operator are free to seek any other judicial relief in which they may be entitled. The Operator must assist You if the Operator proposes to transfer or discharge You to the extent necessary to assure, whenever practicable, Your placement in a care setting which is adequate, appropriate and consistent with Your wishes.

VIII. TRANSFER

Notwithstanding the above, an Operator may seek appropriate evaluation and assistance and may arrange for resident transfer to an appropriate and safe location, prior to termination of a Residency Agreement and without thirty (30) days notice or court review, for the following reasons:

1. Development of a communicable disease, medical or mental condition, or sustain an injury such that continual skilled medical or nursing services are required;
2. In the event that resident behavior poses an imminent risk of death or serious physical injury to him/herself or others; or
3. When a Receiver has been appointed under the provisions of New York State Social Services Law and is providing for the orderly transfer of all residents in the Residence to other Residences or is making other provisions for the residents' continued safety and care.

If You are transferred, in order to terminate this Residency Agreement, the Operator must proceed with the termination requirements as set forth in Section VII of this Agreement, except that the written notice of termination must be hand delivered to resident at the location to which resident has been moved. If such hand delivery is not possible, then the notice must be given by any of the methods provided by law for personal service upon a natural person. If the basis for the transfer permitted under parts 1 and 2 above of this Section no longer exists, you are deemed appropriate for placement in this Residence and if the Residency Agreement is still in effect, you must be readmitted.

IX. RESIDENT RIGHTS AND RESPONSIBILITIES

Attached as Exhibit X made part of the Agreement is a Statement of Resident Rights and Responsibilities. This statement will be posted in a readily visible common area in the Residence. The Operator agrees to conduct itself in accordance with such Statement of Resident Rights and Responsibilities.

X. COMPLAINT RESOLUTION

The Operator's procedures for receiving and responding to resident grievances and recommendations for change or improvement in the Residence's operations and program are attached as Exhibit XI and made part of this Agreement. In addition, such procedures will be posted in a readily visible common area of the Residence.

The Operator agrees that the residents of the Residence may organize and maintain councils or such other self-governing body as the residents may choose. The Operator agrees to address any complaints, problems, issues or suggestions reported by the residents' organization and to provide a written report to the residents' organization that addresses the same.

Complaint handling is a direct service of the Long Term Care Ombudsman Program. The Long Term Care Ombudsman is available to identify, investigate and resolve resident's complaints in order to assist in the protection and exercise of your rights.

XI. MISCELLANEOUS PROVISIONS

1. This Agreement constitutes the entire Agreement of the parties.
2. This Agreement may be amended upon the written agreement of the parties, provided however, that any amendment or provision of this Agreement not consistent with the statute and regulation shall be null and void.
3. The parties agree that assisted living residency agreements and related documents shall be maintained by the Operator in the files of the Residence from the date of execution until three (3) years after the Agreement is terminated. The Parties further agree that such agreements and related documents shall be made available for inspection by the New York State Department of Health upon request at any time.
4. Waiver by the parties of any provision in the Agreement which is required by statute or regulation shall be null and void.
5. In the event any action is brought by Operator to enforce or interpret the terms of this Agreement, the Operator shall be entitled to its costs and reasonable attorneys' fees incurred therein from resident as the court may deem appropriate.

[Signatures appear on next page]

IN WITNESS WHEREOF, we, undersigned, have read this Agreement, have received copy(s) thereof and agree to abide by the terms and conditions therein.

RESIDENT (S):

Name: ____

Address: ____

______________________(Signature) __________(Date)

______________________(Witness) __________(Date)

______________________(Signature) __________(Date)

______________________(Witness) __________(Date)

RESIDENT'S REPRESENTATIVE

Name: ____

Address: ____

Telephone: ____

______________________(Signature) __________(Date)

______________________(Witness) __________(Date)

RESIDENT'S LEGAL REPRESENTATIVE

Name: ____

______________________(Signature) __________(Date)

______________________(Witness) __________(Date)

SIGNATURE OF OPERATOR OR THE OPERATOR'S REPRESENTATIVE

By: ____

Its: ____

______________________(Signature) __________(Date)

______________________(Witness) __________(Date)

(Optional) **Personal Guarantee of Payment**:

____

Personally guarantees payment of charges for your Basic Rate.

____ personally, guarantees payment of charges for the following services, materials or equipment, provided to resident, that are not covered by the Basic Rate:

____

____

Date: _____________ ____

(Guarantor’s Signature)

____

(Guarantor’s Name in Print)

(Optional) **Guarantor of Payment of Public Funds**.

If resident has a signatory to this Agreement besides themselves and that signatory controls all or a portion of his/her public funds (SSI, Safety Net, Social Security, Other), and if that signatory does not choose to have such public funds delivered directly to the Operator, then the signatory hereby agrees that he/she will personally guarantee continuity of payment of the Basic Rate and any agreed upon charges above and beyond the Basic Rate from either resident Personal Funds (other than your Personal Needs Allowance), or SSI, Safety Net, Social Security, or other public benefits, to meet resident obligations under this Agreement.

Date: _____________ ____

(Guarantor's Signature)

____

(Guarantor's Name in Print)

EXHIBIT I.A.1

IDENTIFICATION OF ROOM

Resident room number is__________. This is a [ ] private or [ ] semi-private apartment.

Operator shall endeavor to keep resident in the room originally assigned to resident, but reserves the right to make changes as conditions warrant. Resident, Resident's Representative, if any and Resident's Legal Representative, if any, acknowledge that a change of room assignment may become necessary. A change in room assignment may result in an increase or decrease in the Basic Rate.

EXHIBIT I.A3.

FURNISHINGS PROVIDED BY OPERATOR

	Provided By Operator
Furniture	
Bed	
Chair	
Desk	
Dining room table	
Dresser	
Floor lamp	
Mattress/box spring	
Nightstand	
Table Lamp	
Linens	
Bed sheets	
Bedspread	
Blanket	
Pillow	
Towels	

	Provided By Operator
Appliances	
Heat/air condition unit	
Microwave	
Radio/media player	
Refrigerator	
Telephone	
Television	
Fixtures	
Medicine Cabinet	
Shower Curtain	
Wardrobe/Closet	
Other	
Room Keys	

Pursuant to 18 NYCRR 487.11, the Provider shall furnish each resident with the following: single bed, box springs, mattress, pillow, chair, table, lamp, lockable storage, dresser, closet space, two sheets, pillowcase, blanket, bedspread, towels and washcloths, soap and toilet tissue. Resident may elect to supply additional items as available. With the exception of normal wear and tear, it is your responsibility to maintain the items supplied by the Operator in the condition they were provided to you. Operator reserves the right to charge fair market repair cost or replacement value for articles lost or intentionally damaged by the resident.

Please note any irregular conditions of Operator items below:

____

____

____

____

______________________________ ______________________________

Resident Resident Representative

Date_______________ Date______________

EXHIBIT I.A.4.

FURNISHINGS PROVIDED BY YOU

	Provided By You
Furniture	
Bed	
Chair	
Desk	
Dining room table	
Dresser	
Floor lamp	
Mattress/box spring	
Nightstand	
Table Lamp	
Linens	
Bed sheets	
Bedspread	
Blanket	
Pillow	
Towels	

	Provided By You
Appliances	
Computer	
Heat/air condition unit	
Microwave	
Radio/media player	
Telephone	
Television	
Fixtures	
Shower curtain	
Wardrobe/closet	
Other	

The Operator must approve all items supplied by resident and/or you. Textile goods, including mattresses and box springs must be fire resistant. If used, surge protectors must be grounded and three-prong. Outlet maximizers and extension cords may not be used. Toaster ovens, coffee pots, crock pots, hot plates, indoor/outdoor grills, electric blankets, candles and/or portable space heaters may not be used in the Residence without the express written approval of Operator. State and local safety codes may also restrict the use of certain electrical appliances and extension cords. It is your responsibility to maintain the items in good and sanitary condition at all times. Operator reserves the right to require the removal of any non-compliant item at any time.

____
Resident

Date________________

____
Resident Representative

Date______________

EXHIBIT: I.C.

ADDITIONAL SERVICES, SUPPLIES OR AMENITIES

The following services, supplies or amenities are available from the Operator directly for the following additional charges:

Dining Services

Item or Service	Additional Charge	Provided By
Guest Meals*	Breakfast $ 5.00 Lunch $ 7.00 Dinner $ 12.00	Operator
Catering/Private Parties	Prices vary depending on specific catering/party needs	Operator

*Plus applicable tax

Transportation

Item or Service	Additional Charge	Provided By
Scheduled Transportation	No additional charge when scheduled as part of community activity	Operator
Cultural/Activities Transportation	No additional charge when scheduled as part of community activity	Operator

Maintenance/Housekeeping

Item or Service	Additional Charge	Provided By
Additional Maintenance Services	$18.00 per ½ hour plus supplies. Minimum of ½ hour for services above and beyond required services	Operator
Additional Housekeeping	$13.00 per ½ hour plus supplies. Minimum of ½ hour for services above and beyond required services	Operator
Carpet Cleaning	Prices vary depending on specific needs	Operator

Miscellaneous

Item or Service	Additional Charge	Provided By
Replacement of lost emergency pendant	$167.00 per replacement	Operator
Additional or Replacement Keys	$10.00 per key	Operator

Resident may choose to contract separately with independent third-party providers for services such as medical transportation, salon services, and telephone, cable and internet services.

Date_____________ ____
(Signature of Resident)

Date_____________ ____
(Signature of Resident's Representative)

Date_____________ ____
(Signature of Resident's Legal Representative)

Date_____________ ____
(Signature of Operator or the Operator's Representative)

EXHIBIT I.D.

Licensure/Certification Status of Providers

The Provider contracts with Fountains Home Care of New York, Inc. (FHCNY) to provide licensed nurses at the Residence. FHCNY is a Licensed Home Care Agency with an active license under the New York Department of Health.

EXHIBIT II

DISCLOSURE STATEMENT

Rochester Operating Company, LLC ("The Operator"), as operator of Legacy at Cranberry Landing ("The Residence"), hereby discloses the following, as required by Public Health Law Section 4658(3):

1. The Consumer Information Guide developed by the Commissioner of Health is hereby attached as Exhibit D-1 of this Agreement.

2. The Operator is licensed by the New York State Department of Health to operate at 300 Cranberry Landing Drive, Rochester, New York 14609 an Assisted Living Residence as well as an Adult Home. The Operator is also certified to operate at this location an Enhanced Assisted Living Residence and/or Special Needs Assisted Living Residence. These additional certifications may permit individuals who may develop conditions or needs that would otherwise make them no longer appropriate for continued residence in a basic Assisted Living Residence to be able to continue to reside in the Residence and to receive either Enhanced Assisted Living services or Special Needs Assisted Living services, as long as the other conditions of residency set forth in this Agreement continue to be met.

   The Operator is currently approved to provide:

   a. Enhanced Assisted Living services for up to a maximum of 26 persons.
   b. Special Needs Assisted Living services for up to a maximum of 19 persons.

   The Operator will post prominently in the Residence, on a monthly basis, the then-current number of vacancies under its Enhanced Assisted Living Services and/or Special Needs Assisted Living programs.

   It is important to note that The Operator is currently approved to accommodate within The Enhanced Assisted Living and/or Special Needs Assisted Living programs only up to the numbers of persons stated above. If You become appropriate for Enhanced Assisted Living Services or Special Needs Assisted Living Services, and one of those units is available, You will be eligible to be admitted into the Enhanced Assisted Living Services or Special Needs Assisted Living Services program. If however, such units are at capacity and there are no vacancies, the Operator will assist You and Your representatives to identify and obtain other appropriate living arrangements in accordance with New York State's regulatory requirements. If you become eligible for and choose to receive services in the Enhanced Assisted Living Residence or Special Needs Assisting Living Residence program within this Residence, it may necessary for You to change your room within the Residence.

The Provider contracts with Fountains Home Care of New York, Inc. ("FHCNY") to provide licensed nurses at the Residence. FHCNY is a Licensed Home Care Agency with an active license under the New York Department of Health.

3. The owner of the real property upon which the Residence is located is Rochester Cranberry Landing, LLC. The mailing address of such real property owner is 2020 W Rudasill Road, Tucson, AZ 85704. The following company is authorized to accept personal service on behalf of the real property owner: Corporate Creations Network, Inc., 15 North Mill Street, Nyack, New York 10960.

4. The Operator of the Residence is Rochester Operating Company, LLC. The mailing address of the Operator is 300 Cranberry Landing Drive, Rochester, New York 14609. The following company is authorized to accept personal service on behalf of the Operator: Corporate Creations Network, Inc., 15 North Mill Street, Nyack, New York 10960.

5. List any ownership interest in excess of 10% on the part of The Operator (whether a legal or beneficial interest), in any entity that provides care, material, equipment or other services to residents of the Residence: None.

6. List any ownership interest in excess of 10% (whether a legal or beneficial interest) on the part of any entity which provides care, material, equipment or other services to residents of The Residence, in the Operator: None.

7. Residents shall have the right to receive services from any provider, regardless of whether the Operator has an arrangement with the provider.

8. Residents shall have the right to choose their health care providers, notwithstanding any other agreement to the contrary.

9. Residents should be aware that while public funds for the payment of residential, supportive or home health services, including but not limited to, Medicare coverage of home health services, may available for eligible individuals, the Operator does not accept public funds as payment.

10. The New York State Department of Health's toll-free telephone number for reporting of complaints regarding the services provided by The Assisted Living Operator is 1-866-893-6772.

11. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll-free number, 1-855-582-6769 to request an Ombudsman to advocate for the Resident. The local NYSLTCOP phone number is 585-287-6414. The NYSLTCOP website is www.ltcombudsman.ny.gov.

EXHIBIT III.A.2

TIERED FEE ARRANGMENTS

The Residence does not currently apply Tiered Fee care charges.

EXHIBIT III.B.

SUPPLMENTAL, ADDITIONAL OR COMMUNITY FEES

Community Fee (a one-time, non-refundable fee): $2,995

Apartment Transfer Fee (a one-time, non-refundable fee, applicable when transfer is at the Resident's request) $1,000

Pet Fee (a one-time, non-refundable fee): $500

ACH Credit (one-time credit, applicable when the Resident elects to utilize ACH for payment): $50

Late Payment Fee* (for payments received after the 1st of the month): $50

* Provided, however, that the Resident or Responsible Party, if any, shall have the right to contest that there has been late payment or that such sums are actually due under this Agreement, and that in the event of such dispute, no late charges shall be imposed unless ordered by a court of competent jurisdiction, or unless otherwise agreed to be the parties.

EXHIBIT III.C.

RATE OR FEE SCHEDULE

Effective 3/1/2023

Assisted Living - ALR

Apartment Type	Basic Rate (monthly)
Semi Private Studio	Starting at $3,120 depending on location/view
Semi Private Studio Deluxe	Starting at $3,570 depending on location/view
Studio	Starting at $4,245 depending on location/view
Studio Deluxe	Starting at $4,520 depending on location/view
One Bedroom	Starting at $5,820 depending on location/view
Short term/respite Stay	$120 to $200 per day depending on floor plan

Assisted Living - EALR

Apartment Type	Basic Rate (monthly)
Semi Private Studio	Starting at $5,820 depending on location/view
Semi Private Studio Deluxe	Starting at $6,270 depending on location/view
Studio	Starting at $7,020 depending on location/view
Studio Deluxe	Starting at $7,270 depending on location/view
Short term/respite Stay	$200 to $256 per day depending on floor plan

Memory Care –SNALR

Apartment Type	Basic Rate (monthly)
Semi Private Suite	Starting at $4,745 depending on location/view
Studio	Starting at $5,995 depending on location/view
One Bedroom	Starting at $6,495 depending on location/view
Short term/respite Stay	$172 to $250 per day depending on floor plan

Memory Care – EALR/SNALR

Apartment Type	Basic Rate (monthly)
Semi Private Suite	Starting at $5,820 depending on location/view
Studio	Starting at $6,945 depending on location/view
One Bedroom	Starting at $8,520 depending on location/view
Short term/respite Stay	$268 to $346 per day depending on floor plan

Basic Rates above are inclusive of all Housing Accommodations and Basic Services as outlined in Section I.A. and I.B. of this Agreement.

EXHIBIT III.I.A.

TRANSFER OF FUNDS OR PROPERTY TO OPERATOR

[Identified at the time of transfer, as applicable]

EXHIBIT III.I.B.

PROPERTY/ITEMS HELD BY OPERATOR FOR YOU

NEW YORK STATE DEPARTMENT OF HEALTH
Adult Care Facility/Assisted Living

Adult Care Facility Inventory of Resident Property

FACILITY NAME: ______________________________ OPERATING CERTIFICATE NUMBER: ____________

			RESIDENT NAME	INVENTORY DATE	DATE RETURNED TO RESIDENT	RESIDENT INITIALS
ITEM	QUANTITY	ESTIMATED $ VALUE (if known)	DESCRIPTION			
RESIDENT SIGNATURE X		DATE	AUTHORIZED FACILITY REPRESENTATIVE SIGNATURE X	DATE		

DOH-5194 (DSS-3027) (Revised 7/78, 6/14, 10/15, 12/15)

EXHIBIT V.I.

RULES OF THE RESIDENCE

Move-In Policy

It is the policy of Operator to accept all residents without regard to race, color, sex, disability (with reasonable accommodation), sexual identity or national origin. The same requirements for move-in apply to everyone, and residents are offered a choice of room within the community without regard to race, color, sex, sexual identity or national origin. The Operator makes room assignments on an available basis.

Loading and Unloading in Driveway

1. Due to the necessity of emergency vehicle accessibility, time for "people" loading and unloading at the side entrances shall be limited to fifteen (15) minutes.

2. All loading and unloading of residents' furnishings and commercial products must be done at the service entrance, designated by signs placed by Operator.

3. Resident's may unload personal shopping items through the doorway closest to their room.

Keys and Emergency Response Button

Residents shall be issued two keys to their room. There is a replacement charge for lost key. If you lose your key, please notify the Operator immediately.

Should you lose your emergency call button the Operator will replace it at a charge. If you don't return your emergency call button upon vacating residency of your room, you agree to pay to replace the emergency call button.

Parking

1. Each resident may use the Residence parking lot free of charge. Please be considerate of others and do not park in the handicapped spaces unless you have a current handicapped parking permit.

2. The Operator request that you register your vehicle at the front desk for identification purposes.

3. No unlicensed vehicle storage will be allowed in the parking lot.

4. No campers, boats, or other recreational vehicles will be allowed in any parking area for more than eight hours.

Pets

1. Residents may keep birds in cages, fish, a cat and a small dog, less than 20 pounds, subject to prior approval the Operator. A non-refundable fee is required to accompany each pet arrangement. Resident must provide proof of municipal licensing and vaccination requirements, as applicable. Resident must provide proof of municipal licensing and vaccination requirements, as applicable.

2. Pet care is the responsibility of the Resident.

3. Resident will be responsible for the cost of repair or clean up due to the pet damages or soiling outside the room (i.e. common areas, halls and lawn)

4. Upon move out the resident shall be responsible for the cost of floor covering replacement and any other damages to the room caused by the pet.

Smoking

Because of our ongoing interest in the health, safety, and comfort of all residents, The Residence is a Smoke Free Residence. Smoking is strictly prohibited by all residents, guests and staff on the entire campus. As a service to residents, guests and staff, smoking cessation information is available upon request.

Telephone Use Policy

Residents are encouraged to install their own telephones. Outgoing (local) calls may be made from the case management office or other designated telephone areas.

Valuables/Resident Property

Responsibility cannot be assumed for the loss of money, jewelry or other valuables. Each resident has a locking room and a wardrobe or end table which locks. In the event any resident has valuables that he/she does not want to keep in their Room, he/she should request their family or other representatives to keep such items beyond the area of the Residence.

The Operator is not responsible for loss of any property belonging to you due to theft or other causes unless such loss is caused by the negligent or intentional acts of the Operator or its employees or agents. It is recommended that each Resident purchase insurance to protect against the possible loss of or damage to property. A copy of the resident's property insurance, if purchased, is requested to be provided to the Operator for its record retention.

Please initial in acknowledgment of this statement:

____________________________ ____________________________

Resident Date Resident Representative Date

Firearms

Operable firearms are strictly prohibited in or around Operator residencies and property. Ammunition for the same is likewise prohibited. Management wants to be notified if either situation is present at any time.

Decorations and Alterations

You may not make any structural or physical changes to your room unless expressly approved in writing by the Operator. Any such approved alterations or improvements shall become the property of the Operator. Resident or you/your representative may not change any lock or add any lock or locking device to your room without the prior written consent of the Operator.

You agree, with the right to dispute, to reimburse the Operator for the repair to your room and for the repair or replacement of furnishings and fixtures owned by the Operator in your room beyond ordinary wear and tear. In addition, you shall reimburse the Operator for any loss or damage to the Operator's real or personal property outside of your room caused either intentionally or negligently by you or by your guests while at the Residence, as determined by a court of competent jurisdiction.

Move to a New Room

If, at resident's request, resident chooses to relocate within the Residence, an Apartment Transfer Fee as listed on Exhibit III.B prior to moving will be required along with a signed, updated Exhibit I.A.1.

Assignment/Subletting

Resident or any person responsible for you may not assign this Agreement or sublet all or part of your room or permit any other person to use the room.

Notices

Notices required by this Agreement shall be in writing. All notices and other written communications required under this Agreement shall be addressed as indicated below or as specified by subsequent written notice by the party whose address has changed.

NOTICE IF TO OPERATOR:
Rochester Operating Company, LLC d/b/a
Legacy at Cranberry Landing
300 Cranberry Landing Drive
Rochester, New York 14609

NOTICE IF TO THE RESIDENT:

Meal Service

Meal service is provided three times a day. The seating time for breakfast is at 8:00 AM. The seating time for dinner is at 12:00 noon. The seating time for supper is at 5:00 PM. You will be assigned a table and informed of your seating time. Operator will make every attempt to accommodate your seating preference. Adhering to meal schedules guarantees the quality of meals. Additionally, snacks are served between meals three times daily at 10:30 AM, 2:30 PM, and 7:30 PM in the Resident Lounge. "Outside" food requiring refrigeration is prohibited in resident rooms (unless refrigerator is approved). All food must come from an accredited food source. Food that needs to be reheated can be reheated in the designated resident microwaves located in the Balcony Garden Lounge or the Cafe.

Personal Laundry

You are required to clearly mark clothing for identification purposes. Unless due to the negligence of Operator as determined by a court of competent jurisdiction, Operator is not responsible for shrinkage. If it is your preference, you or your family are able to launder your items.

Access to Your Room

The Operator's employee may enter a resident room at reasonable times and for reasonable purposes, including inspection, maintenance, and other services described in this Agreement. Every effort will be made to notify residents that an employee will be entering your room.

Also in the event of pull cord emergency, the Operator's employee may enter your room without notice.

Family Participation

The Community encourages family and friends to visit the resident, subject to the Operator's Rules and Regulations. The Community encourages regular family involvement with the resident and provides ample opportunities for family participation in activities within the Community.

EXHIBIT X.

RIGHTS AND RESPONSIBILITIES OF RESIDENTS IN ASSISTED LIVING RESIDENCES

Resident's rights and responsibilities shall include, but not be limited to the following:

(a) every resident's participation in assisted living shall be voluntary, and prospective residents shall be provided with sufficient information regarding the residence to make an informed choice regarding participation and acceptance of services;

(b) every resident's civil and religious liberties, including the right to independent personal decisions and knowledge of available choices, shall not be infringed;

(c) every resident shall have the right to have private communications and consultation with his or her physician, attorney, and any other person;

(d) every resident, resident's representative and resident's legal representative, if any, shall have the right to present grievances on behalf of himself or herself or others, to the residence's staff, administrator or assisted living operator, to governmental officials, to long term care ombudsmen or to any other person without fear of reprisal, and to join with other residents or individuals within or outside of the residence to work for improvements in resident care;

(e) every resident shall have the right to manage his or her own financial affairs;

(f) every resident shall have the right to have privacy in treatment and in caring for personal needs;

(g) every resident shall have the right to confidentiality in the treatment of personal, social, financial and medical records, and security in storing personal possessions;

(h) every resident shall have the right to receive courteous, fair and respectful care and treatment and a written statement of the services provided by the residence, including those required to be offered on an as-needed basis;

(i) every resident shall have the right to receive or to send personal mail or any other correspondence without interception or interference by the operator or any person affiliated with the operator;

(j) every resident shall have the right not to be coerced or required to perform work of staff members or contractual work;

(k) every resident shall have the right to have security for any personal possessions if stored by the operator;

(l) every resident shall have the right to receive adequate and appropriate assistance with activities of daily living, to be fully informed of their medical condition and proposed treatment, unless medically contraindicated, and to refuse medication, treatment or services after being fully informed of the consequences of such actions, provided that an operator shall not be held liable or penalized for complying with the refusal of such medication, treatment or services by a resident who has been fully informed of the consequences of such refusal;

(m) every resident and visitor shall have the responsibility to obey all reasonable regulations of the residence and to respect the personal rights and private property of the other residents;

(n) every resident shall have the right to include their signed and witnessed version of the events leading to an accident or incident involving such resident in any report of such accident or incident;

(o) every resident shall have the right to receive visits from family members and other adults of the resident's choosing without interference from the assisted living residence;

(p) every resident shall have the right to written notice of any fee increase not less than forty-five days prior to the proposed effective date of the fee increase; provided, however, providing additional services to a resident shall not be considered a fee increase pursuant to this paragraph; and

(q) every resident of an assisted living residence that is also certified to provide enhanced assisted living and/or special needs assisted living shall have a right to be informed by the operator, by a conspicuous posting in the residence, on at least a monthly basis, of the then-current vacancies available, if any, under the operator's enhanced and/or special needs assisted living programs.

Waiver of any of these resident rights shall be void. A resident cannot lawfully sign away the above-stated rights and responsibilities through a waiver or any other means.

EXHIBIT XI

OPERATOR PROCEDURES: RESIDENT GRIEVANCES

AND

RECOMMENDATIONS

We approach resident and family concerns as an opportunity to improve service to the residents. Both residents and families of residents can feel confident that their concerns will be explored and resolved in a timely fashion. You are encouraged to use the procedures set forth below for any issues that may arise.

1. A concern regarding any department should be brought to the attention of the Director of that department. The appropriate Director will work with the resident to attain a satisfactory resolution to the issue.

2. The Executive Director will monitor the handling of all concerns raised by the residents and families of residents and will ensure that they are explored and resolved promptly.

3. If the concern is not satisfactorily resolved, or if you or your family is not comfortable discussing the concern with the appropriate Director, the concern may be brought directly to the Executive Director. The Executive Director will then work directly with the resident to attain a satisfactorily resolution of the issue.

4. If your concern has not been satisfactorily resolved, or if you or your family is not comfortable discussing the concern with the Executive Director, you may contact the Managing Director for the Residence.

5. An anonymous complaint and/or grievance by either a resident or associate may be submitted by placing the written complaint in the box outside the Executive Director's office.

6. Follow up will be provided to the resident or associate loading a complaint within 48 hours as feasible. When appropriate, the complaint/grievance, including those that are anonymous, will be discussed at the monthly Resident Council Meeting. A special resident meeting will be scheduled if needed.

7. The New York State Department of Health's toll free telephone number for reporting of complaints regarding the services provided by an Assisted Living Operator is 1-866-893-6772.

8. The New York State Long Term Care Ombudsman Program (NYSLTCOP) provides a toll free number 1-855-582-6769 to request an Ombudsman to advocate for the Resident. The local NYSLTCOP phone number is 855-287-6414. More information is available online at the NYSLTCOP web site: www.ltcombudsman.ny.gov.

9. Residents have the right to form and participate in a resident council forum. The residents solely lead the resident council, however, the council may utilize the services of staff to assist with meeting minutes, notices, etc. Participation is voluntary. The council's purpose includes:

    - Discussing operations,
    - Discussing resident right issues,
    - Discussing grievances and concerns,
    - Participating in the resolution of concerns,
    - Participating in the planning of events and activities,
    - Providing an opportunity to meet with staff.

Legacy at Cranberry Landing

Residency Agreement Addendum

Enhanced Assisted Living Residency (EALR)

This is an addendum to a residency agreement made between Rochester Operating Company, LLC (the Operator), ________________________, (the resident or you), ________________________, (the resident's representative) and ___________________________ (the resident's legal representative). Such residency agreement is dated _______________.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the residency agreement shall remain in effect unless otherwise amended in accordance with this agreement. This addendum must be attached to the residency agreement between the parties.

I. Enhanced Assisted Living Certification

The Operator is currently certified by the New York State Department of Health to provide Enhanced Assisted Living services at Legacy at Cranberry Landing located at 300 Cranberry Landing Drive, Rochester, New York 14609.

II. Physician Report

You have submitted to the operator a written report from your physician which states:

a. Your physician has physically examined you within the last month prior to your admission into an Enhanced Assisted Living Residence and;
b. You are not in need of 24-hour skilled nursing care or medical care which would require placement in a hospital or nursing home.

III. Request for and Acceptance of Admission

You have requested that you become a resident in the Enhanced Assisted Living residence and the operator has accepted such request.

IV. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as EALR Exhibit I and made part of this agreement is a written description of:

a. Specialized services to be provided in the EALR program
b. Staffing levels

APPROVED BY

DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE

NYSDOH REGIONAL OFFICE

INITIALS SW DATE 11 / 13 /2023

c. Staff education, training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs
d. Any environmental modifications that have been made to protect the health, safety and welfare of residents

V. Aging in Place

The operator has notified you that while the operator will make reasonable efforts to facilitate your ability to age in place according to your Individualized Service Plan, there be a point in which your needs cannot be safely or appropriately met at the Residence. If this occurs, the operator will communicate with you regarding the need to relocate to a more appropriate setting, in accordance with law.

VI. If 24-Hour Skilled Nursing or Medical Care is Needed

If you reach a point in which you are in need of a higher level of care than that which the Residence can offer, the operator will initiate proceedings for the termination of this agreement and discharge you from the residency unless each of the following conditions are met:

a. You hire appropriate nursing, medical or hospice staff to care for your increased needs and;
b. Your physician and a home care service agency both determine and document that with the provision of such additional nursing, medical or hospice care you can be safely cared for in the residence and would not require placement in a hospital, nursing home or other facility licensed under Public Health Law Article 28 or Mental Hygiene Law Articles 19, 31 or 32; and
c. The operator agrees to retain you as a resident and to coordinate the care provided by the operator and the additional nursing, medical or hospice staff and;
d. You are otherwise eligible to reside at the residence.

VII. Addendum Agreement Authorization

We, the undersigned, have read this agreement addendum, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

______________________________ ____________

Resident Signature Date

______________________________ ____________
Resident Representative Signature Date

______________________________ ____________
Legal Representative Signature Date

______________________________ ____________
Operator or the Operator's Representative Date

APPROVED BY
DIVISION OF ADULT CARE FACILITY & ASSISTED LIVING SURVEILLANCE
NYSDOH REGIONAL OFFICE
INITIALS SW DATE 11 / 13 / 2023

EALR EXHIBIT I

Enhanced Assisted Living Residence (EALR)

The Residence's unique program offers a comfortable home-like setting accompanied by secure and individually-tailored assistance with care. The Residence provides dignified support and offers an affordable alternative to nursing home care.

Enhanced Assisted Living Services Include:

- Specialized Care Staff
  The Residence's Enhanced homes are staffed by professional nurses and Resident Care Aides. Enhanced services offer a higher staff-to-resident ratio to provide greater care-giver availability than traditional assisted living.

- Diabetic Care Management
  The Enhanced Care program offers Blood Glucose monitoring and Insulin injections by licensed nursing professionals.

- Assistance with Ambulation, Physical Transfer, and Incontinency Management

- Medical Equipment Management
  The knowledgeable Enhanced Care Staff is able to offer assistance with complex medical equipment including mechanical lifts, oxygen, transfer aids, chair/bed alarms, wheelchairs, walkers, Foley catheters, ostomy supplies, CPAP machines and glucometers.

The Enhanced Assisted Living Residence at The Residence has 26 residencies and is minimally assigned two personal care aides with the support of case managers, activities personnel, administrators and nurses.

Staff Training

All employees of The Residence are fully instructed during orientations and routine in-services on the delivery of proper care for residents.

APPROVED BY

DIVISION OF ADULT CARE FACILITY &
ASSISTED LIVING SURVEILLANCE

NYSDOH REGIONAL OFFICE

INITIALS SW DATE 11 / 13 / 2023

Legacy at Cranberry Landing

Residency Agreement Addendum

Special Needs Assisted Living Residency (SNALR)

This is an addendum to a residency agreement made between Rochester Operating Company, LLC (the Operator), ___________________________, (the resident or you), ______________________________, (the resident's representative) and ________________________________ (the resident's legal representative). Such residency agreement is dated __________________, 20___.

This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the residency agreement shall remain in effect unless otherwise amended in accordance with this agreement. This addendum must be attached to the residency agreement between the parties.

I. Special Needs Assisted Living Certification

The Operator is currently certified by the New York State Department of Health to provide Special Needs Assisted Living services at Legacy at Cranberry Landing located at 300 Cranberry Landing Drive, Rochester, New York 14609.

II. Request for and Acceptance of Admission

You or your representative or legal representative has requested that you become a resident of the Special Needs Assisted Living residence and the operator has accepted this request.

III. Specialized Programs, Staff Qualifications and Environmental Modifications

Attached as SNALR Exhibit I and made part of this agreement is a written description of:

a. Specialized services to be provided in the SNALR program
b. Staffing levels
c. Staff education, training and work experience, and professional affiliations or special characteristics relevant to serving persons with specific special needs
d. Any environmental modifications that have been made to protect the health, safety and welfare of residents

IV. Addendum Agreement Authorization

We, the undersigned, have read this agreement addendum, have received a duplicate copy thereof, and agree to abide by the terms and conditions therein.

______________________________	____________
Resident Signature	Date
______________________________	____________
Resident Representative Signature	Date
______________________________	____________
Legal Representative Signature	Date
______________________________	____________
Operator or the Operator’s Representative	Date

SNALR EXHIBIT I

Special Needs Assisted Living Residence (SNALR)

This unique program is designed to meet the needs of those afflicted with memory impairment and living in an Assisted Living Residence. The household setting offers security and a layout that provides a home-like environment with environmental modifications including delayed-egress equipment on exit doors to protect the health, safety, and welfare of such persons in residence.

The SNALR portion of the Residence offers the following services:

- Culinary Services
  Caring House provides three professionally-prepared meals and a variety of snacks daily. Meals can be tailored to accommodate dietary needs and physician recommendations.

- Hospitality Services
  Housekeeping, maintenance, and laundry services are consistently available.

- Transportation Access
  Residents are provided safe and convenient transportation to all recreational events offered through the Activities Department.

- Personal Care
  Residents are offered assistance with hygiene management (including bathing/showering), medication management, dressing, and care reminders daily. All care is provided 24 hours a day by competent nurses and experienced care aides. Emergency call systems are available in all SNALR residences and a higher staff to resident ratio provides additional care and assistance.

- Recreation and Activities
  The Activities Department offers a variety of enrichment programs, events and opportunities for residents of all levels of cognitive engagement. The Department strives to create fulfilling and meaningful experiences for the Residence.

- Case Management
  Residence Case Managers on-site offer personal, social, and financial support and guidance while acting as the resident's legal and familial liaison.

The SNALR portion of the Residence has 19 rooms and is minimally assigned two personal care aides with the support of case managers, activities personnel, administrators and nurses.

Staff Training

All employees of the Residence are fully instructed during orientations and routine in-services on the delivery of proper care for residents.

Legacy at Cranberry Landing

Residency Agreement Addendum

Temporary Residential Care

This is an addendum to a residency agreement ("Addendum") made between Rochester Operating Company, LLC (the Operator), ____________________________, (the resident or you), ____________ _________________, (the resident's representative) and ________________________________ (the resident's legal representative). Such residency agreement is dated _________________, 20__ (the "Agreement").

RECITALS

B. The Operator is licensed by the New York State Department of Health to operate at 300 Cranberry Landing Drive, Rochester, New York 14609 an Assisted Living Residence ("The Residence") known as Legacy at Cranberry Landing and as an Adult Home. The Operator is also certified to operate, at this location, an Enhanced Assisted Living Residence and Special Needs Assisted Living Residence.

C. You have requested to stay at The Residence until _____________________ (the "Respite Stay") and the Operator has accepted your request.

D. This addendum adds new sections and amends, if any, only the sections specified in this addendum. All other provisions of the Agreement shall remain in effect unless otherwise amended in accordance with this addendum. This addendum must be attached to the residency agreement between the parties.

AGREEMENTS

The purpose of this Addendum is to amend certain provisions of the Admission/Residency Agreement to reflect your Respite Stay.

1. During your Respite Stay, the rate you will be charged for each day of the Respite Stay will be $ _______________ ("Daily Rate"), inclusive of all services that the Residence may provide you.

2. During your Respite Stay, you may terminate your Respite Stay, this Addendum, and the Residency Agreement early by delivering to the Residence notice of termination at least three days prior to the date you intend to vacate your Apartment. If you paid for the Respite Stay in advance and you elect under this Section to shorten the Respite Stay, the Residence will refund to you an amount equal to the amount you prepaid minus the product of the number of days you actually stayed multiplied by your Daily Rate.

3. The Residence may also terminate your Respite Stay upon three days' written notice on the grounds set forth in the Termination procedure provided in the Residency Agreement.

4. After your Respite Stay expires, this Addendum shall expire and be of no further force and effect. If you have not terminated this addendum, pursuant to Paragraph 3, you will continue to be bound by the terms of the Residency Agreement, including any payments that need to be made by the terms of that Agreement and which have not been made during the term of your Respite Stay.

5. Within thirty (30) days prior to admission, you must provide a dated signed medical examination report which conforms to Department Regulations (DSS-3122 or an approved substitute). Thereafter, you must have a physical examination at least once every six (6) months (or more frequently if a change in condition warrants) and additional examinations considered necessary by your physician.

6. During the Term of your Respite Stay, the provision of this Addendum supersede any provisions of the Admission/Residency Agreement that are inconsistent with this Addendum. All other terms in your Admission/Residency Agreement remain in full force and effect.

7. All Residents admitted under this Temporary Residential Care Addendum to the Admission/Residency Agreement shall receive the same emergency evacuation training as all other Residents.

8. Only Residents appropriate for the level of care for which the Residence is licensed by the Department of Health to provide will be admitted to the Temporary Residential Care Program.

9. In the event that you wish to become a permanent resident at the Residence upon expiration of your Respite Stay, you must notify the Residence at least one week prior to the expiration of your Respite Stay, and you will continue to be bound by the terms of the Residency Agreement, including any payments that need to be made by the terms of that Agreement and which have not been made during the term of your Respite Stay.

Signatures appear on next page

Having read this Addendum, the undersigned acknowledge that they understand the rights and obligations created by this Addendum and the Agreement, and by signing below agree to all the terms and conditions contained therein.

Resident Signature	Date
Resident Representative Signature	Date
Legal Representative Signature	Date
Operator or the Operator's Representative	Date

Having read and understood this Addendum, the Agreement, and the obligations created by such documents, the Responsible Person(s) signs this Addendum to undertake to guarantee the obligations of Resident, including the payment of all fees that the Resident may owe the Residence under this Addendum and the Original Agreement.

Signature of Responsible Person	Date